

**AMENDMENT NO. 4
CONTRACT NO. 455-19-9003 FOR
INSPECTION ENFORCEMENT TRACKING AND REPORTING SYSTEM
BETWEEN
THE RAILROAD COMMISSION OF TEXAS AND
SENSE CORP**

THIS AMENDMENT NO. 4 to Contract No. 455-19-9003 ("Contract") is entered into by and between the State of Texas acting through the Railroad Commission of Texas ("RRC"), located at 1701 N. Congress Ave., Austin, Texas and Sense Corp ("Vendor"), located at 2500 Bee Caves Road, Building Two, Suite 220, Austin, Texas (individually "Party"; collectively, "Parties").

WHEREAS, SECTION 7.08 of the Contract provides the Parties may amend the Contract through written agreement; and

WHEREAS, on October 18, 2019, the Parties executed Amendment No. 1 to the Contract to modify section 1.01., SERVICES REQUIRED., subparagraph a., to include necessary wording, to modify section 3.01. CONTRACT LIMIT, FEES AND EXPENSES., changing the not-to-exceed total amount of the Contract through the total Contract Term from FOUR MILLION EIGHT HUNDRED FORTY-SEVEN THOUSAND TWO HUNDRED EIGHTY-TWO DOLLARS AND ZERO CENTS (\$4,847,282.00) to FIVE MILLION THREE HUNDRED THIRTEEN THOUSAND SIX HUNDRED SEVENTY-NINE DOLLARS AND ZERO CENTS (\$5,313,679.00), and memorializing RRC's acceptance of Vendor's proposed approach to Phase 2 of the Project and Vendor's revised terms and assumptions included as Attachment 1 to Amendment No. 1 to the Contract; and

WHEREAS, upon completion by Vendor and acceptance by RRC of Phase 1 deliverables, Vendor submitted to RRC a written request for release of retainage withheld from Payment of Phase 1 deliverables; and

WHEREAS, RRC considered Vendor's request for release of retainage withheld from payment of Phase 1 deliverables and deemed the Vendor's request was fair and reasonable; and

WHEREAS, RRC reviewed the Contract terms and conditions and identified no provision that permitted RRC to release any retainage prior to Vendor's completion of all work in all phases of the Contract; therefore, an amendment to the Contract would be necessary to contractually enable RRC to fulfill Vendor's request; and

WHEREAS, on December 16, 2019, the Parties executed Amendment 2 to the Contract to add subsection 7.09; RELEASE OF RETAINAGE; to allow RRC, at RRC's sole discretion, to release retainage withheld prior to the completion of the Contract for individual, fully complete and accepted Phase prior to completion of any subsequent phases; and

WHEREAS, on March 25, 2020, the Parties executed Amendment 3 to the Contract to add subsection 4.2.20; Payment to Contract; to temporarily waive the requirement for a Notarized Progress Payment due to the Texas State of Disaster Declaration and any subsequent Declarations related to the COVID-19 pandemic; and

WHEREAS, the Parties desire to further amend the Contract terms to their mutual benefit to reflect the changed circumstances.

NOW, THEREFORE, the Parties agree to amend the Contract as follows:

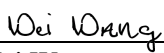
I. SECTION 3.01. CONTRACT LIMIT AND FEES., (as amended through Amendment No. 3), is deleted in its entirety and replaced with the following:

3.01 CONTRACT LIMIT FEES AND EXPENSES. The total amount of fees to be paid under this contract by RRC to Contractor through the total Contract Term (Original Term plus extended terms, if any) shall not exceed **SIX MILLION EIGHT HUNDRED THIRTEEN THOUSAND SIX HUNDRED SEVENTY-NINE DOLLARS AND ZERO CENTS** (\$6,813,679.00), the total of which includes the addition of ONE MILLION FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$1,500,000.00) as approved by RRC Commissioners on June 16, 2020, plus the previous not-to-exceed amount of FIVE MILLION THREE HUNDRED THIRTEEN THOUSAND SIX HUNDRED SEVENTY-NINE DOLLARS AND ZERO CENTS (\$5,313,679.00). This Contract not-to-exceed amount may be changed only through written Amendment to the Contract, fully executed prior to expiration of the Contract Term.

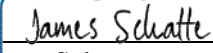
Except as expressly amended above, all provisions of the Contract, as amended through Amendment No.3, remain in full force and effect. In the event of a conflict among provisions of the Contract, the order of precedence shall be this Amendment No. 4; then Amendment No. 3, then Amendment No. 2, then Amendment No. 1, and then the original Contract in accordance with section **1.03. ORDER OF PRECEDENCE.,** therein.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment No. 4 to the Contract to be effective as of the date of the last Party's signature hereto. By signatures below, each signatory represents and warrants that they have the authority to amend the Contract on behalf of the respective Party.

RAILROAD COMMISSION OF TEXAS

DocuSigned by:

 Wei Wang
 Executive Director

SENSE CORP

DocuSigned by:

 James Schatte
 Senior Vice President, Public Sector

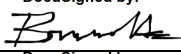
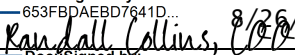
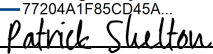
Date of Execution:

8/28/2020

Date of Execution:

8/26/2020

RRC use only below this line.

Div. Director:  8/26/2020
 CM COO:  8/26/2020
 OGC:  8/26/2020